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**5703\_06302005**

New Paltz Central School District And  
New Paltz United Teachers

**AGREEMENT**

**between**

**NEW PALTZ CENTRAL SCHOOL DISTRICT**

**and**

**NEW PALTZ UNITED TEACHERS**

**JULY 1, 2001 - JUNE 30, 2005**

**RECEIVED**

**FEB 17 2004**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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## **ARTICLE 1 - RECOGNITION**

A. The New Paltz Central School District (the District) has recognized the New Paltz United Teachers (NPUT) as the exclusive bargaining agent for the negotiating unit, defined as all certified personnel, teaching assistants, school nurses, occupational therapists, occupational therapy assistants, the in-school suspension tutor(s), and substitute teachers hired for a fixed term in excess of twenty-five (25) school days or who have been hired for an indeterminate period whereby service exceeds twenty-five (25) continuous days in the same assignment, exclusive of itinerant substitute teachers, excepting the Superintendent, Assistant Superintendents, Deputy Superintendents, Director of Educational Services and Personnel, Director of Athletics, Physical Education and Health, School District Business Official, Director of Support Services, Director of Pupil Personnel Services, Coordinator of Special Education, Coordinator of Student Support Services, Building Principals, Assistant Principals, Technical Coordinator and Technician(s). Each year, during July or August, the NPUT may initiate a review of titles within the recognition clause for the purpose of deciding whether certain titles should be added and/or deleted.

All provisions of this agreement, except where otherwise specified, shall apply to school nurses except sabbaticals, pay for credits and work day. Their workday will be as per the practice in place on March 1, 2002. In addition, they will receive one annual narrative evaluation.

B. Substitute teachers who have been hired for a fixed term in excess of twenty-five (25) school days or who have been hired for an indeterminate period of time, as soon as their service exceeds twenty-five (25) continuous days in the same assignment, shall be deemed to be bargaining unit members. The District may appoint the substitute as a bargaining unit member as of day one (1) of service when it is known that the assignment will be in excess of twenty-five (25) consecutive days. Such unit members shall be compensated on the Teachers Salary Schedule at the contractual rate consistent with the year of appointment. When more than half of the work days of a month are worked, the substitute shall be paid one-tenth of annual salary minus 1/200th for any days not worked

that month. If fewer than one-half of the work days are worked during a month, the substitute will be paid 1/200th of annual compensation for each day worked.

C. Such recognition shall extend for the maximum period permissible by law.

D. The NPUT has affirmed that it does not assert the right to strike, or to assist or participate in any strike or to impose an obligation to conduct, assist, or participate in a strike by its officers or members within the District.

## **ARTICLE 2 - DUES DEDUCTION**

A. 1. The District agrees to deduct from the salaries of its employees, dues for the NPUT and its affiliates as said teachers individually and voluntarily authorize the District to deduct and to transmit the monies to the NPUT. Dues deduction authorization shall be in writing on the proper forms issued by the NPUT.

2. The form shall require the employee to waive all rights and claims to monies so deducted and transmitted in accordance with the authorization and shall relieve the Board and all its officers and its agents from any liability therefore.

B. The District will deduct dues based on twenty (20) pay periods and will forward the deducted amount to the Union.

C. If the membership organizations should change the rate of their dues, the NPUT shall give the District thirty (30) days notice prior to the effective date of such change.

D. Deductions referred to in Section A above shall be made in the following manner: The total annual membership dues above shall be deducted in twenty (20) equal installments.

E. If a teacher is employed during the school year, he/she will have two (2) weeks to submit an authorization card. Any employee who does not submit or has not submitted a dues deduction authorization to the District within two (2) weeks of employment shall be subject to the following agency fee provision. The NPUT shall notify the District of its yearly fee on or before September 1 of any given year. The District shall deduct such fee from those employees who have not voluntarily signed a dues deduction authorization within two (2) weeks of employment beginning in the next paycheck after the two week period has lapsed, and shall be deducted in the same manner as dues deductions as provided in this Article 2. The NPUT affirms that it has adopted such procedures for refund of agency fee deduction as required by Section 3 of Chapter 677 and 678 of the Laws of 1977 of the State of New York and such procedure complies with applicable law.

### **ARTICLE 3 - TEACHER RIGHTS**

A. No material, except confidential material, shall be placed in a teacher's file or communicated to a third party unless the teacher has had an opportunity to review the material. The teacher will receive a copy of said material and will acknowledge that he/she has had an opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. Materials placed in the file shall relate to teacher performance.

B. Teachers shall have the right to submit a written response to such material to the administrator within ten (10) school days and, if submitted, it shall be attached to the file copy and entered with the material and initialed by the administrator.

C. Teachers shall have the right, upon reasonable notice, to review the contents of their personnel files and to make, at cost, copies of any documents contained therein.

D. A teacher shall have the right to have a Union representative with him/her when reviewing his/her files.

E. Whenever a complaint is received and placed in an anecdotal file, a copy of such complaint shall be presented to the teacher within ten (10) school days of receipt for his/her review and initialing to indicate his/her awareness that the document exists. The teacher shall receive a copy of the initialed complaint and be entitled to attach a response thereto within ten (10) school days. Presentment pursuant to this provision shall not be required where the complaining party objects to the disclosure of his/her identity to the teacher or the administrator, in his or her designation, determines that the complaint will not be disclosed to the employee. Complaints not presented to the employee shall not be used in disciplinary proceedings.

F. A teacher shall have the right to confront any person who registers a complaint against him or her with the administration. If the person registering the complaint refuses such a confrontation, no action may be taken against the teacher, except in those cases where an administrator has sufficient additional substantiation to warrant independent disciplinary action.

G. Whenever a unit member is considered by an administrator to be a potential subject of disciplinary action, the administrator shall notify the unit member, in writing, at least 24 hours prior to the meeting at which such matter will be discussed. The notice shall include the unit member's right to be represented at such meeting by an NPUT representative. Should an administrator determine, at a meeting with a unit member, that disciplinary action may result, the unit member shall be advised of their right to stop the meeting until NPUT representation may be arranged. The right to representation shall not apply to meetings for evaluative purposes except as specified in Article 4, Section J.

H. In the event the District finds that a teacher(s) has been paid incorrectly, the teacher(s) shall not have his/her salary adjusted without his/her knowledge and agreement, as well as the agreement of the NPUT, when the teacher(s) requests NPUT involvement.



#### **ARTICLE 4 - TEACHER EVALUATION**

A. It is recognized that a primary objective of teacher observation and evaluation is, among others, the improvement of instruction.

B. All monitoring or observation of the work performance of a teacher will be conducted openly with full knowledge of the teacher.

C. There shall be a post-observation conference within seven (7) school days following the observation unless both the teacher and the administrator waive such conference in writing. No class observation/evaluation report will be placed in the official personnel file in the Central Office without prior conference unless the conference has been waived.

D. Teachers will be given a copy of any class observation/evaluation report prepared by their evaluator. The report shall be reduced to writing within ten (10) school days following the post-observation conference. If the conference is waived, the teacher will receive the report within ten (10) school days of the date of the written waiver.

E. The administrator shall make recommendations for improvement, if necessary, in writing.

F. The teacher will have the right to attach a written response to any observation/evaluation report. The teacher will return the signed report, including any written comments, within ten (10) school days of receipt, to the administrator.

G. At the written request of the teacher, a subsequent observation will be made by the administration.

H. Each probationary teacher will have three (3) formal observations performed by certified District Administrators, at least ten (10) school days apart, unless otherwise mutually agreed. Each tenured teacher will have one formal observation. A formal observation occurs within one regular class period unless there is mutual agreement between the teacher and administrator to have the formal observation done over a period of consecutive days. Further observations may be performed by the appropriate administrator and/or his/her designee if additional support is deemed necessary by the appropriate administrator. Prior to additional observations, the administrator will provide the teacher with specific recommendations, strategies and expectations for improvements.

I. If a probationer's observations/evaluation do not support his/her being recommended for reemployment, the administration shall provide a written warning to that effect and shall schedule a conference with the employee to discuss the matter. The teacher will be given specific reasons for the concern. At the request of the teacher, a subsequent formal observation will be made by the administration after this conference.

J. If the regulations of the Commissioner of Education require teacher improvement plans and the District requires a teacher to have a teacher improvement plan based upon an evaluation of unsatisfactory performance, he/she shall be entitled to a meeting with the appropriate administrator. The teacher may invite an NPUT representative to be present at such meeting.

K. School nurses will receive an annual narrative evaluation.

#### **ARTICLE 5 - WORK YEAR**

A. For the 2001-2002 school year, the District may specify a school calendar with 186 days of school, of which four (4) days shall be designated as potential vacation days. The following number of the designated vacation days shall be actually given by the District depending on the number of emergency school closings:

No emergency closings	4 days
1-3 emergency closings	3 days
4 emergency closings	2 days
5 emergency closings	1 day
6 emergency closings	0 days

Effective July 1, 2002, the teacher work year shall be 181 days, at least one of which shall be non-instructional Superintendent's conference day/in-service training day.

Effective July 1, 2003, the teacher work year shall be 182 days, at least two of which shall be non-instructional Superintendent's conference days/in-service training days.

Effective July 1, 2004, the teacher work year shall be 183 days, at least two of which shall be non-instructional Superintendent's conference days/in-service training days.

NPUT will be given a copy of the calendar, prior to publication, and shall be given the opportunity to discuss the designated days. The District shall also specify the order in which the designated days will be deleted should there be emergency closings. The District shall have final discretion as to which days shall be designated and which of the scheduled days off will be canceled because of emergency closings.

B. The work year shall be September 1 through June 30.

C. The District may require teachers to make up days if this is necessary to meet the minimum of 180 days mandated by the State Education Department because of school closings for inclement weather and/or other essential reasons. In the event of a closing of one or more buildings but not all buildings, a meeting will be held at which time the Superintendent of Schools and the NPUT President or designee will discuss any problems which may have arisen from said closing. Following the receipt of such input, the Superintendent of Schools shall make a final decision.

D. Teachers will be expected to report to their school a sufficient number of hours before the opening of classes to insure that their classroom bulletin board(s), materials and supplies are adequately organized to allow for a productive first day of instruction.

E. There shall be five (5) half days in Grades K-8, two (2) of which shall be the last two days of the teacher work year.

F. Each guidance counselor may be required to work up to twenty (20) additional days during the summer months when school is not in session. The school psychologists, in the absence of volunteers, may be required, on a fair and equitable basis, to work up to an additional ten (10) days, in the aggregate, during the summer months when school is not in session. Per diem compensation shall be based upon 1/200th of the employee's ten-month salary.

G. The Guidance Director shall work an additional hour daily beyond the workday of guidance counselors, as well as an additional twenty (20) workdays beyond the work year of guidance counselors (during the months of July and August) and shall receive annual compensation of an additional \$10,000.00 above regular compensation. The stipend amount shall not be subject to renegotiation through June 30, 2004.

#### **ARTICLE 6 - TEACHING HOURS AND TEACHING LOAD**

A. Teachers shall have the following workday:

1. Teachers will be expected to assume their responsibilities fifteen (15) minutes before the school day begins and remain until their regular daily professional responsibilities have been completed. Teachers may be requested to indicate arrivals and departures by initialing a sign-in/sign-out sheet. Differentiated teaching schedules may be implemented as provided for in Appendix I, annexed hereto.

2. It is recognized that extracurricular activities are an integral part of the educational function of the District and the professional staff. The District and the NPUT shall make every effort to insure that qualified staff members fill these positions.

a. In filling extracurricular positions, the District shall first offer the position to any qualified applicant within the bargaining unit. The District has sole discretion over who is qualified. Such discretion shall not be arbitrary or capricious.

b. In the event no member of the unit is selected for such position, the District shall make a good faith effort to seek qualified individuals or volunteers from outside the unit.

c. In the event no qualified individuals have been selected pursuant to the procedures outlined above, the District and the NPUT shall endeavor to insure that coverage is provided.

d. If assignments must be made, the District shall not assign teachers to activities unrelated to their area of competency. Assignments shall be made on an equitable rotating basis among those competent.

e. Teachers assigned a sixth teaching period shall not be assigned under this proviso.

3. Teachers shall provide time for remedial assistance at the convenience of the student and teacher to that degree deemed educationally advisable.

4. In recognition of the fact that some parents are unable to attend parent conferences during the school day, teachers and parents will establish parent conferences at mutually agreed upon times after school hours.

5. a. The parties recognize the need for faculty meetings and agree that all should attend. It is acknowledged that there may be legitimate excuses for absence from the meeting. The teacher will attempt to notify the Building Principal two (2) days in advance of the meeting that there is a need to be excused.

b. There shall be up to 12 faculty meetings per school year of up to 75 minutes each held at times outside the regular school day; provided, however, there may be additional meetings based upon emergency circumstances. Teachers may suggest agenda items for faculty meetings to the appropriate administrator, who shall have the final decision regarding such input.

B. The length of the school day for teachers shall be:

1. Effective July 1, 1992, the length of the school day for all Elementary School teachers shall not be greater than six (6) hours and fifty (50) minutes, inclusive of an uninterrupted continuous duty-free lunch and recess period equal in length to their students' combined lunch and recess period, which shall not be less than forty (40) minutes. The work day, as set forth in this paragraph, shall include the fifteen (15) minutes referenced in Article 6(A)(1). All Elementary School teachers shall have a continuous preparation period each day of forty (40) minutes.

2. The length of the school day for teachers in the Middle and High Schools shall not be greater than seven (7) hours, inclusive of a duty-free lunch period and the fifteen (15) minutes referenced at Article 6(A)(1).

3. Shared teachers shall not be required to work a workday longer than those teachers with the longest workday in the building to which they are assigned, nor shall they be assigned more student contact time than those teachers with the longest student contact time in the buildings to which they are assigned.

4. In the event a teacher is required at a meeting or to attend a CSE hearing equivalent to the regular contractual work day, including the summer, the teacher involved will

receive a duty-free lunch break of not less than forty (40) minutes. Upon agreement of the affected teacher flexibility will be allowed in meeting this requirement.

The affected teacher is due a minimum of forty (40) minutes of break/preparation time on that or a subsequent day, exclusive of the daily lunch period. The parties shall be flexible in meeting these requirements.

5. In the event a teacher is required at a workshop for a portion of the regular contractual work day, the affected teacher will receive a duty-free lunch break of not less than forty (40) minutes. Upon agreement of the affected teacher, flexibility will be allowed in meeting this requirement.

The affected teacher is due a minimum of forty (40) minutes of break/preparation time on that or a subsequent day, exclusive of the daily lunch period. The parties shall be flexible in meeting these requirements.

C. At the Middle School and High School, teachers may be assigned a maximum of five (5) instructional periods and one (1) supervisory period each day. Supervisory assignments will be assigned equitably. The District may assign no more than five percent (5%) of the High School and Middle School staff to a sixth class assignment. The District may not assign a sixth period if there is a teacher who is certified and, in the opinion of the District, qualified in the area where the sixth assignment is required, is teaching less than five (5) classes, and whose schedule will allow such assignment.

1. Any staff member assigned six (6) classes (including labs) on a daily basis for the full year shall be considered a sixth class teacher for the period specified. They shall not be assigned any supervisory duties.

2. Staff members assigned six (6) classes (including labs) periodically, e.g., ACE or BDF, and staff with six (6) assignments one semester and five (5) assignments the other semester, will be considered a one-half ( $\frac{1}{2}$ ) sixth class teacher (if the sixth class is assigned less than one-half the days, the assignment shall count as that percentage of a sixth assignment, i.e., an assignment of a lab on A and B days of the present six-day schedule will count as one-third ( $\frac{1}{3}$ ) of a sixth assignment); however, he/she will not be available for supervision for the semester or days when assigned six (6) classes.

3. Staff with six (6) assignments one semester and four (4) assignments the other semester shall be considered a five (5) class teacher for the year. He/she shall not be available for supervision for the period with six (6) assignments.

4. Administrative Internships shall not be considered a sixth class assignment or teacher function, and, therefore, shall be available for supervision.

If sixth assignments must be made, they shall be on a rotating basis from amongst those in the Department in the school building within which the sixth period is assigned who are certified, and, in the opinion of the District, qualified to teach the class and whose schedule will allow such assignment. The District may not make such assignments in an effort to: 1) reduce a full-time position to a part-time position; or, 2) reduce a part-time position.

D. Teachers not assigned to proctoring duties or other specific duties during an examination period shall report to their assigned schools unless otherwise excused by the Building Principal.

E. Where practicable, staff shared between buildings shall be limited to assignments of no more than two buildings on a given day.



## **ARTICLE 7 - TEACHER ASSIGNMENTS**

Teachers shall receive, in writing, their tentative assignments for the following school year by June 1st. If a teacher's assignment is changed, the teacher will be notified of any change in his/her tentative assignment as soon as possible.

## **ARTICLE 8 - VACANCY POLICY**

Notice of all vacancies and new positions concerning certified areas will be forwarded to the NPUT Secretary within five (5) school days of formal Board of Education action. During July and August, school days shall mean District working days. Available information regarding the position will be attached including, where possible, an application deadline.

## **ARTICLE 9 - REDUCTION OF STAFF**

A. The District will make every effort to aid in the placement of the teachers released due to a reduction in staff.

B. A full-time teacher who is excessed would be entitled to any vacancy for which s/he is certified and qualified as judged by the Superintendent of Schools.

C. Any excessed full-time teachers shall be provided the health and dental benefits of this Agreement for a period of six (6) months after they are excessed, provided, however, that if the teacher is covered by health and/or dental coverage at an earlier time, the District's coverage for the insurance covered elsewhere shall cease.

## **ARTICLE 10 - TEACHER FACILITIES**

Whenever possible, each school, at the option of the District, will have the following facilities:

A. Teacher work areas containing adequate equipment and supplies to aid in the preparation of instructional materials, to include a copy machine, a typewriter and/or word processor, and a paper cutter.

B. An appropriately furnished room with a telephone to be reserved for the use of the teachers as a faculty lounge. This room will be in addition to the aforementioned teacher work area.

C. A well-lighted male teachers' rest room and a well-lighted female teachers' rest room. The rest rooms will be clean and ventilated.

D. A separate, private dining area for the use of the teachers.

E. An adequate portion of the parking lot at each school will be reserved for teacher parking and so designated.

#### **ARTICLE 11 - CLERICAL ASSISTANCE**

A. Clerical assistance will be provided to the teachers for such types of clerical work that are associated with their teaching duties.

B. The types of clerical work to be provided will be established by the Building Principal.

#### **ARTICLE 12 - STUDENT TEACHERS**

A. Students at an approved college or university may take their practice teaching in the District upon approval of the Superintendent or his/her designee as identified to the faculty, the respective Building Principal and the respective cooperating teacher.

B. Student teachers or participants will not be asked to cover someone else's study hall or class in the event of a teacher's absence. The cooperating teacher will not be asked to cover an absented teacher's class while his/her student teacher is holding class.

C. In the event of a cooperating teacher's absence, upon the approval of said cooperating teacher and the respective student teacher, the student teacher may temporarily assume the teaching responsibility of his or her cooperating teacher under the general supervision of the Building Principal.

D. 1. Tuition Waiver Certificates received by cooperating critic teachers shall be considered the property of such teachers, but may not be directly transferred by such teacher to another teacher. Instead, a cooperating critic teacher who chooses not to use a Tuition Waiver Certificate may only transfer the same to a Tuition Waiver Certificates account maintained by the School District for the benefit of teachers of the District. Teachers who transfer Tuition Waiver Certificates to the District's account shall be placed on a preferred list for future use of certificates in the account with first priority given to those who first contributed such certificates to the account. Withdrawals may be made by such contributing employees at any time prior to resignation or retirement from the District. In the event that there are no teachers on the preferred list, then, the selection of those teacher(s) who will be granted certificates which have been deposited in the District's account shall be made by a committee of three (3), comprised of two (2) teachers selected by NPUT and an administrative representative of the District.

2. Teachers, whether contributing or not, will not be granted more than one waiver per semester, per request. Non-contributing teachers may request waivers only for approved graduate credits. Contributing teachers may request waivers for any course.

3. In the event the number of waivers on account runs down to two (2), the District will hold those two waivers, to be issued only to contributing teachers. The account will not be completely depleted by issuing waivers to non-contributing teachers.

4. In the event the District has been issued waivers for participants in an internship program and these waivers are passed on to unit members, that information will be made available to the review committee.

### **ARTICLE 13 - NOTICE OF INTENT**

Prior to April 1st of each school year, all probationary teachers shall be given a Notice of Intent by the District. The Notice of Intent shall state the District's intention of hiring or not hiring the said teacher for the next school year based upon staffing needs at the time.

If a teacher's probationary period will expire after the close of school in June, he/she will be notified of the Superintendent's intended recommendation prior to the end of the school year.

### **ARTICLE 14 - UNION RIGHTS**

A. The NPUT shall be allowed to use the District buildings for meetings, to use the District's interschool mail services, and to have access to teacher mail boxes, provided the materials distributed deal with the proper and legitimate business of the Union and the material is signed or the source of such material is identifiable. The District shall not be responsible for the contents of such material. When NPUT calls for a meeting at a school building, a copy of the District's Section 414 facility use form shall be submitted to the principal's office prior to the use. This provision shall not apply where the meeting involves a small group of NPUT officers or members. Certain parts of the §414 form, as identified by the parties, shall be marked as not applicable (N/A) when required.

B. The NPUT will be responsible for all costs incurred in the above.

C. The NPUT, with the prior approval of the building administrator or his/her designated representative, will be permitted to use school typewriters and other duplicating machines during the normal workday, provided, however, that such equipment is not otherwise in

use, the equipment is used on school property for legal NPUT activities and the NPUT provides its own materials.

In addition, the NPUT shall assume full responsibility for any repairs necessitated by the negligent use of this equipment and shall reimburse the District for same.

D. The District agrees to furnish the NPUT, in response to reasonable requests under provision of Freedom of Information Law, all regularly available information concerning the financial resources of the District, together with all regularly available information which may be necessary for the NPUT to process any grievance or complaint.

E. NPUT shall be given a copy of the Board of Education agenda including addenda and a copy of Board of Education Minutes when distributed.

F. Time necessary for NPUT representatives to attend the New York State United Teachers and other affiliate conferences, as well as other business, will be granted when it is administratively possible and when the NPUT pays the cost, including substitute teachers. Payments for substitutes will be made to the School District. The maximum number of days allowable per year shall be fifteen (15).

G. The NPUT President and First Vice-President (Grievance) will be released from supervisory assignments by the Building Principal when the supervisory assignment is covered by other staff members. The NPUT Second Vice-President (Negotiations) will be released from supervisory assignments without regard to these assignments being covered by other staff members. In the event that the NPUT President is an elementary grade level teacher (K-5), the District shall, to the extent practicable\* and without the loss of contact time that their students would otherwise receive from that individual, arrange for released time equivalent to that provided to a President at the secondary level. Such released time shall be mutually arranged between the Chief Building Representative and the Building Principal.

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<sup>1</sup> (e.g.: Band time, Math group time, D.E.A.R. time, Nap time at kindergarten level, etc.)

## **ARTICLE 15 - SCHOOL AND TEACHER PROPERTY LOSS**

A. Teachers will be responsible for supervising student use of school property and equipment. The teacher shall not be held responsible for the accidental loss or damage of school property.

B. When prior written approval has been obtained by the teacher from the District Office for items of over twenty-five (\$25.00) dollars in value to be used in the teaching process, and if these items are damaged or stolen, the District will reimburse the teacher for the original value less depreciation. A form for prior written approval will be developed by the parties and made an appendix to this Agreement. (see Appendix "G")

## **ARTICLE 16 - SICK LEAVE AND FAMILY LEAVE**

### **A. Sick Leave**

1. Sick leave will be granted on the basis of fifteen (15) days per year.

2. In the event a teacher does not serve a full year, sick leave will be prorated at the rate of one and one-half (1-1/2) days per month of service. Any adjustment due will be made on the final salary check.

3. The Superintendent may require a doctor's certificate at any time. A nominal fee, not to exceed the doctor's office visit, may be charged to the District to defray the cost of this certificate, less any amount reimbursable through insurance.

4(a). Any professional staff member shall be able to transfer sick leave to any other professional staff member who has used up all accumulated sick leave. The donated leave shall not exceed those number of days in the remainder of the school year.

4(b). The teacher shall notify the District within three (3) days following termination of accumulated sick leave if a donation of leave is forthcoming. A form will be provided by the District for the donation of leave.

4©). If a unit member has exhausted all personal sick leave and/or utilized the transfer of leave policy, noted above, at the conclusion of a work year still remains unable to return to work at the outset of the subsequent work year and requests a transfer of sick leave, then:

1. The fifteen (15) sick days granted under Section A paragraph (1) of this article shall be awarded to the unit member retroactively upon the return of the unit member for the remainder of the year, or

2. Prorated in accord with Section A paragraph (2) of this article upon termination of the sick leave transfer (example, for two months of sick leave transfers the unit member will be awarded 3 days of personal sick leave which is to be used to reduce the sick leave transfer) and commencement of the unit member's leave of absence, disability retirement or resignation.

5. All accumulated sick leave will be recorded. Any teacher who is sick beyond one hundred eighty (180) days may apply to the Board for use of those days in excess of one hundred eighty (180).

B. Family Leave

1. In instances of severe illness in a teacher's immediate family requiring his or her presence at home, the teacher will be granted up to ten (10) days per year of family leave, which shall be deducted from sick leave.

2. Immediate family as used herein shall mean parents, children, siblings, spouse and other relatives, dependents or other persons residing with the teacher.

3. In the event teachers request unpaid leave for family illness, the notice requirements contained in Article 22 (Non-Salaried Leave) shall not be applicable.

**ARTICLE 17 - PERSONAL BUSINESS LEAVE AND PERSONAL LEAVE**

A. Personal Business Leave

One (1) absence per year will be granted, with pay, under the following conditions:

1. The absence is for a matter which may be handled only when school is in session.

2. Personal absence shall not be taken immediately prior to or following vacations or holidays. In the event an individual is subpoenaed to any legal proceeding occurring on one of the days excluded above, this restriction shall be waived upon presentation of the subpoena to the appropriate Supervisor.

In other situations, the Superintendent may, at his/her sole discretion, waive these restrictions.



3. Three (3) days' prior approval must be obtained, except in emergencies, where the Building Principal or his/her designee gives approval.

4. Specific reasons shall accompany all requests for personal business leave.

B. Personal Leave

One (1) absence per year will be granted, with pay, under the following conditions:

1. Notice of the employee's absence will be given in the same manner as for sick leave, or earlier, and

2. Such days shall not be used to extend a vacation or holiday.

C. Accumulation of Personal Leave

Unused personal business leave and unused personal leave shall be accumulated as sick leave on the basis of one accumulated sick day for each unused personal or unused personal business leave day.

**ARTICLE 18 - BEREAVEMENT LEAVE AND EMERGENCY LEAVE**

A. Bereavement Leave

1. Bereavement leave, with pay, will be granted in the event of a death in the employee's family. Said employee may take up to five (5) days, exclusive of weekend days and holidays.

2. Additional days of bereavement leave for relatives or other individuals shall be at the discretion of the Superintendent of Schools, whose approval shall not unreasonably be withheld.

B. Emergency Leave

Requests for emergency leave shall be granted at the discretion of the Superintendent.

**ARTICLE 19 - RELIGIOUS LEAVE**

Days taken off for religious observance will not be charged against sick or personal leave provided prior notice is given to the Building Principal and provided that the employee's religion tenets prohibit the teacher from working on such day. The provision shall be limited to a maximum of three (3) days per year.

**ARTICLE 20 - JURY DUTY SERVICE**

A. Any member of the unit summoned to perform jury duty shall be granted a temporary leave of absence with full pay. This temporary leave of absence will not be charged to any form of leave contractually granted.

B. It is understood that, whenever possible, members of the unit shall delay or schedule jury service so as to minimize conflict with regular school activities.

C. Members of the unit on jury duty shall, upon receipt of the summons, notify their immediate Supervisor.

D. Members of the unit shall present to the District a Certificate from the clerk of the court stating the date jury duty began and the date jury duty ended.

E. Members of the unit who feel that jury service will interfere with professional commitments to the District may request a letter of excuse from the Superintendent to be sent to the clerk of the court.

F. Members of the unit excused from jury duty before noon on any day of jury service must report for work for the remainder of the scheduled day.

#### **ARTICLE 21 - SABBATICAL LEAVE**

A. For each seven (7) years of service in the District, a teacher may apply to the Board for a sabbatical leave of up to one (1) year for the purpose of further study, travel, health, training of staff to meet staffing patterns. The number of such sabbaticals will be limited to two (2) for each staff member. All applications must be made in writing not later than March 15 of the preceding school year so that the necessary arrangements for study and for the inclusion of the necessary funds in the current budget may be made. Applications should be filed with the Superintendent.

B. The teacher shall return and serve at least two (2) years in the District or the teacher shall be required to reimburse the District for his/her salary and fringes while on said leave. This proviso shall not be applicable to those circumstances where the teacher is unable to fulfill the two (2) year requirement for reasons beyond his/her control.

C. Sabbaticals will be granted on the basis of one (1) for every fifty (50) teachers or major portion thereof. The final decision of the granting of sabbaticals shall rest with the Board of Education.

D. If more than the allowed number of teachers apply, a committee composed of the Superintendent, the first choice for sabbatical in the prior year, three (3) teacher members (one from each area: Elementary, Middle and High as appointed by the President of the NPUT) will select the teachers to be recommended to the Board.

E. The decision of the committee will be made on the merits of the requested leave, the service background, and guidelines as developed by the committee. The guidelines shall be promulgated and made available to applicants one (1) month prior to the application due date.

F. The District will pay the substitute(s) and will also pay for the teacher one-half ( $\frac{1}{2}$ ) of his/her salary while on leave for a full year sabbatical or his/her full salary while on leave for a half-year sabbatical.

G. Teachers taking sabbatical leave shall receive one (1) year's service credit upon completion of either a full year sabbatical or a half ( $\frac{1}{2}$ ) year sabbatical with the remainder of the year under District employment.

H. In the event that a greater number of teachers have applied for a sabbatical leave than the number allowed and one (1) of those granted is defaulted, the defaulted sabbatical may be granted the same or following year to one of those who have been denied.

I. Written disposition of the decision shall be given to anyone who applied.

## **ARTICLE 22 - NON-SALARIED LEAVE**

### **A. Long Term**

Upon request, teachers may be granted a leave of absence without pay, which may only be taken in either a duration of one (1) or two (2) fiscal school years, i.e., July 1 to June 30. Upon a

minimum of ninety (90) days written notice to the District, unit members shall be entitled to a leave of absence without pay of a single semester's duration for the purpose of child care for a newborn or the adoption of a child between the ages of one through five. Upon return from such leaves, they shall be reinstated to the same or comparable position and shall advance to the next step on the salary schedule, on the basis of their professional preparation, but the time on leave shall not apply to any other items.

Such leave shall be without pay or other employee benefits, except that teachers may, at their own cost and expense, continue as enrolled members of a group benefit plan.

Teachers requesting such a leave must make written application for such leave by April 1 prior to the school year in which the leave shall commence. If the leave is based upon a reason which requires approval that cannot be made by April 1, the teacher must apply by April, but a final decision on the application will not be made before June 15. Teacher must state whether he/she is requesting a leave of twelve (12) or twenty-four (24) months. A teacher who wishes to extend his/her leave must apply for such extension by April 1 of the last year of his/her leave. A teacher who wishes to terminate his/her leave early, must make application by April 1 preceding the school year in which he/she wishes to return. Teachers who make application for a leave prior to April 1, and who are denied their requests, shall have five (5) working days after receiving their written rejection to make application for a different leave if they wish. Teachers with special and/or extenuating circumstances may request long-term leaves after April 1. Reasons for the lateness must be submitted in writing along with the request. The District shall maintain sole discretion as to whether to accept or not accept the post April 1 requests.

Teachers with five or more years of service in the District shall be granted an unpaid leave of absence covering one (1) school year in duration. Effective July 1, 1982, members of the unit are entitled to only one (1) such leave while employed in the District. Such leave may be denied if the District is unable to obtain a qualified replacement for the teacher.

Child care leaves granted under this provision shall not be discretionary.

The District will inform the employee for the need of notification of his/her intention to return to work following the leave by no later than April 1st, or in the case of a child care leave, four (4) months before the leave termination date. Said notification will be sent by the District by restricted registered or restricted certified mail, return receipt requested, to the last address of the employee recorded in the Business Office of the District.

A teacher shall state his/her intention regarding return from leave by May 1st, or in the case of a child care leave, three (3) months before the leave termination date, in writing, to the Superintendent of Schools.

Said teacher shall be deemed to have voluntarily quit his/her position with the District if his/her response, in writing, is not received by May 1st, or in the case of a child care leave, by the first day of the third month before the leave termination date, after proof of delivery by mail, as referenced above, is presented to and filed with the Board Clerk.

B. Short Term

A leave may be granted to take care of some affairs that are not covered by the other provisions of the contract but are of significant importance and cannot be dealt with in any other manner. A vacation period is not to be considered as sufficient cause for the granting of a leave.

In the event that the processing of a Leave Request of three (3) days or less must take place before the Board can act on it, the Superintendent may confer with the Board President and reach a decision.

## ARTICLE 23 - HEALTH INSURANCE

A. The Board of Education elects to participate in either the Dutchess Health Insurance Cooperative Plan or the State Health Insurance Plan (Empire Core plus Enhancements), at the District's option, on behalf of its officers and employees (as well as all retirees), subject to and in accordance with the provisions of Article VII(9) of the Civil Service Law and the regulations of the Health Insurance Board, as presently existing or hereafter amended, together with such provisions of the insurance contracts as may be approved by the Health Insurance Board and any administrative rule or directive governing the plan. Once the District opts to provide coverage under the Dutchess Health Insurance Cooperative Plan, a change to any other plan shall require NPUT's agreement. The District shall provide coverage under the State Health Insurance Plan (Empire Core Plus Enhancements) or any participating HMO for the 'domestic partner' of any unit member or retiree. The unit member and his/her 'domestic partner' must complete "Domestic Partner Application" and file same with the Business Office. Once the application is verified the employee's health benefit shall reflect this coverage.

B. The Board of Education agrees to contribute toward health insurance at the rate of ninety-five percent (95%) for individual coverage and ninety percent (90%) toward dependent coverage on the plan. The District shall continue contributing for retirees at the same percentage rates as set forth above. The District shall continue to make Medicare reimbursement payments upon the same basis after the change to the Dutchess Health Insurance Plan as were provided under the State Health Insurance Plan.

C. While on non-salaried leave, a person may continue his/her group coverage at his/her own expense.

D. [Effective September 1, 2002] Health Insurance Benefits shall terminate on the last day of the month in which the resignation of the employee is effective.

E. Health Insurance Buy-Out

On or before May 1st, unit members who desire to receive the annual health insurance buy-out for the next school year shall inform the Business Administrator by filling out and filing a copy of the District's "Health Insurance Buy-Out Form". Once filed, it shall be presumed filed for all subsequent years, unless the Business Administrator is otherwise notified in writing.

Newly hired unit members, retirees or those who decide to opt out after May 1st shall receive the benefit on a pro-rated basis effective with the second month following the month in which the Health Insurance Buy-Out Form is filed with the Business Administrator. Thereafter, such form shall be deemed filed on an annual basis by May 1st, unless the Business Administrator is otherwise notified in writing.

In return for opting-out, the unit members shall receive twenty (20) payments during the school year based upon the following schedule:

<u>Number of Participants</u>	<u>Each Payment</u>
Up to 17 buy-outs	\$ 45.00
18 to 20 buy-outs	\$ 54.00
21 to 23 buy-outs	\$ 63.00
24 to 26 buy-outs	\$ 69.00
27 or more	\$ 75.00

To be entitled to the payment referenced above, the unit member must produce proof of health insurance coverage from another source at the time of application for opting-out. Re-entry shall be governed by the rules of the health insurance plan(s) provided for in this Agreement.



New hirees may opt-out and receive this benefit on a pro-rated basis, where applicable, at the time of hire, provided that proof of other health insurance is furnished to the Business Administrator.

Retirees may opt-out and receive this benefit on a pro-rated basis, where applicable, at or after the time of retirement, provided that the necessary Buy-Out forms are completed and submitted to the Business Administrator. To be entitled to payment, the retiree must produce proof of health insurance coverage from another source at the time of opting out. Re-entry shall be governed by the rules of the health insurance plan(s) provided for in this Agreement.

#### **ARTICLE 24 - ACCIDENT INDEMNITY**

A. Teachers injured while performing assigned duties shall be paid the differential between their current salary and any Workers' Compensation for the duration of absence from work and up to one (1) full school year without loss of accumulated sick leave for that portion of salary reimbursed by Workers' Compensation.

B. Teachers will, as soon as possible, report all cases of assault, accident or injury to their immediate Supervisor and fill out the proper forms at the District Office.

#### **ARTICLE 25 - WELFARE BENEFIT FUND**

A. The District shall contribute at the rate of the following amount each contract year, per unit member, based upon the quarterly F.T.E. count of unit members on the dates and in the manner set forth in paragraph "B" below, to the NPUT Benefit Trust Fund; as its only obligation to the Fund:

2001-2002	\$1,000.00
2002-2003	\$1,075.00
2003-2004	\$1,150.00
2004-2005	\$1,225.00

B. Contributions shall be made quarterly to said Fund on July 1st, October 1st, January 1st and April 1st in amounts based upon the F.T.E. count of unit members then on the payroll multiplied by one-fourth of the annual rate amount for that school year, each quarter.

C. The District shall have the right annually to audit the books and receipts of the NPUT Benefit Trust Fund.

D. The selection of benefits shall be at the discretion of the Trustees of the NPUT Benefit Trust Fund and in accordance with its Declaration of Trust. By July 1st, each contract year, a summary of the benefits provided by the Fund will be made available to the District.

E. The NPUT shall indemnify the District against damages and attorneys' fees incurred in any litigation relating to the NPUT Benefit Trust Fund, unless the issue involves the timeliness of payments made by the District to said Fund, as described in Section "A" of this Article.

#### **ARTICLE 26 - PART-TIME TEACHER BENEFITS**

Part-time teachers teaching fifty percent (50%) or more of the instructional day shall be entitled to the same benefits that full-time members receive. Part-time teachers who work less than fifty percent (50%) of the instructional day, shall be entitled to a forty percent (40%) share of the benefit package that full-time members receive. The less than fifty percent (50%) employee shall be entitled to the health insurance buy-out on the same prorated basis (s/he would be entitled to forty percent [40%] of the buy-out payment).

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**ARTICLE 27 - PAYROLL SAVINGS, CREDIT UNION DEDUCTIONS AND TAX  
SHELTERED ANNUITY PROGRAM AND FLEXIBLE SPENDING ACCOUNT**

A. The District and the NPUT will cooperate with an area bank to provide for a savings plan for any teacher who wishes to take advantage of it.

B. Payroll deductions shall be made for and transferred to the Ulster County Federal Credit Union and NYSUT-AFT endorsed insurance or benefit plans upon request.

C. The District shall make payroll deductions for the United Way and NYSUT VOTE/COPE upon receipt of the appropriate authorizations. The District shall forward all collected VOTE/COPE deductions to NYSUT VOTE/COPE in Albany on a bi-weekly basis.

D. 1. The Board of Education agrees to purchase annuities for employees in accordance with the provisions of Section 403(b) of the Internal Revenue Code of 1954, as amended.

2. The School District Business Administrator is authorized to approve, on behalf of the Board of Education, applications from employees for agreements with the School District for reduction in contract salary, the amount of such reduction to be remitted to the company specified by the employee in the agreement, for the purpose of purchasing a non-forfeitable annuity contract or annuity account qualifying for purposes of Section 403(b).

3. All tax-sheltered annuities must be purchased during the months of October or February, except for new employees who may make such purchase at the time of employment; provided, however, that no unit member shall change his/her tax sheltered annuity contract more than one time per calendar year, unless otherwise allowed by law.

4. Employee Tax Sheltered Annuity Contributions will be forwarded to companies on a bi-weekly basis, where possible.

5. The District shall establish a flexible spending plan pursuant to the IRS regulations. Such plan shall be, as of January 1, 2000, administered by Preferred Group Plans, Inc., of Schenectady, New York unless otherwise agreed to by the parties. The plan's operating procedures shall be jointly determined by the parties. This plan may be utilized for premium payments, dependent care, and unreimbursed medical expenses.

The NPUT shall waive all rights to the unused funds accumulated under the Flexible Benefits Plan, effective January 1, 2000.

The parties will require and share an annual report prepared by the Preferred Group Plans as to the participants use in each category and the funds left unclaimed.

Employees shall be permitted to participate in the flexible spending plan through the payroll savings deduction administered by the District and forwarded to the appropriate banking institution or investment company on a bi-weekly basis where possible.

#### **ARTICLE 28 - DETERMINATION OF CREDITS AND CREDIT FOR APPROVED STUDY**

A. Salary credit beyond thirty (30) hours is automatic if a recognized institution has awarded credit for advanced study and such study is approved by the Superintendent. Such written approval shall be obtained in advance. Should approved courses be unavailable, the teacher shall present the alternative courses for credit approval as soon as possible.

B. In determining credits for placement on the salary schedule beyond each degree at least one-half (½) of the credits must be received for completion of regular college graduate

courses. The remaining half (½) may consist of credits allowed for professional workshops, as approved in writing by the Superintendent.

C. In-service workshops will be evaluated on the basis of one (1) semester hour for each fifteen (15) clock hours of approved workshop attendance. Beginning with workshops taken during the 1968-69 school year, these hours of workshop attendance may be accumulated.

D. The Master's Degree shall be considered as thirty (30) hours, as referenced in Article 30 (B)(3), *infra*.

E. Teachers shall submit each year by October 1st or February 1st, official transcripts from authorized institutions when applying for additional salary credit for advanced study. Until the official transcripts are received by the District, alternative proof on college or university stationery, indicating completion of course work for the purpose of adjusting the teacher's salary, will be accepted. In the event that the official transcripts has not been received within four (4) calendar months and the unit member has been given at least one (1) months notice of that fact by the District, the credits as posted will be removed.

F. Graduate credits shall be paid on a per credit hour basis at the applicable per credit rate contained in the salary schedule. Such course work must be approved in advance by the Superintendent of Schools.

#### **ARTICLE 29 - SALARY - GENERAL**

A. Placement on the Salary Scale

The placement of a teacher on the salary schedule shall be determined by the years of credited service, a degree of study achieved (B.A., M.A., etc.) and graduate study taken beyond

any degree. The District may grant credit for prior service upon hiring. Substitute teachers included in the negotiating unit under the Recognition Article shall be paid at the contractual rate consistent with the Teachers' Salary Schedule for the school year of the appointment.

B. Statement of Salary

The District shall forward to each teacher a salary statement to include the step on the salary schedule, the number of graduate hours and those other factors that determine the annual salary.

Notification shall occur within two (2) weeks of ratification, or by the time of the first paycheck of the school year, whichever is later. For new employees, the notice shall be given with their first regular paycheck.

C. Election of a Salary Plan

1. Salary payments will commence on the Friday following the first day of school. Thereafter, payments shall be made every other Friday. If a pay date falls on a holiday, paychecks shall be distributed on the last working day prior to the holiday, except for Spring Recess.

2. During the checkout procedure in June, the teacher shall acknowledge the method of payments for the coming year. Payments shall be at the rate of 1/22nd or 1/26th of the annual salary. The final payment in June shall be the balance of the teacher's annual salary. Income tax and other deductions shall be at a rate no higher than the rate applied to the preceding 22 checks.

3. Commencing with the 1997-98 school year, the District and NPUT agree to permit direct deposit access for the bargaining unit members to have their pay transferred from the School District's depository bank to the depository bank of each bargaining unit member's choice.

4. In return for the direct deposit access as referenced above, if a payroll date falls during the Spring Recess, said payroll shall be modified such that the check will be made available to the unit member at the District Office on the scheduled payroll date or the check shall be available at the teacher's building assignment on the first day of return from Spring Recess.

## **ARTICLE 30 - SALARY SCHEDULE**

### **A. Salary Schedule**

The salary schedules for 2001-2002, 2002-2003, 2003-2004 and 2004-2005 are incorporated by reference as Appendix "B". Advancement in the step schedule and longevity steps shall be automatic with each additional year of service.

In addition, all unit members whose salary will increase by less than 20% over the four years of this contract under the provisions of paragraph one in this section shall receive additional compensation in 2002-03, 2003-04 and 2004-05 in accordance with Paragraph 18 of the parties' Memorandum of Agreement dated March 20, 2002 and their supplemental agreement dated May 8, 2002. Said compensation will provide a total salary increase of 20% over the unit member's salary in effect during the 2000-01 school year.

### **B. Payment for Graduate Credits**

1. Effective July 1, 2002, graduate credits below the BA+30 shall be paid at the rate of \$55.00 per credit.

2. Effective July 1, 2002, graduate credits at and above the BA+30 shall be paid at the rate of \$70.00 per credit. This rate will increase to \$72.50 effective July 1, 2003 and to \$75.00 effective July 1, 2004.

3. Effective July 1, 2002, bargaining unit members whose Master's Degree (in the area of instruction to which they are currently assigned) requires more than 30 credit hours shall be compensated for all such hours in excess of 30 at the rate of \$70.00 per credit hour. This rate will increase to \$72.50 effective July 1, 2003 and to \$75.00 effective July 1, 2004 (e.g., an M.S.W. Degree Program requiring 76 graduate hours shall be paid at the rate of Masters' column salary for the first 30 hours and the remaining 46 graduate hours shall be paid the per credit hour rate).

[Rates for 2001-2002 to be the same as during 2000-2001, as stated below in Sections "4" and "5"]

4. Graduate credits above the BA+30 shall be paid at the rate of \$65.00 per credit hour.

5. Bargaining unit members whose Master's Degree (in the area of instruction to which they are currently assigned) requires more than 30 credit hours shall be compensated for all such hours in excess of 30 at the rate of \$65.00 per credit hour effective July 1, 1996 (e.g., an M.S.W. Degree Program requiring 76 graduate hours shall be paid at the rate of the Master's column salary for the first 30 hours and the remaining 46 hours shall be paid at the rate of \$65.00 per credit hours).

C. Longevity increments shall be set forth on the Salary Schedule (Appendix "B").

D. Part-time staff shall receive one-fifth (1/5) of their daily teaching salary per period of instruction in grades 7-12.

Part-time staff hired on or after March 24, 1980 shall receive one-sixth (1/6) of their daily teaching salary per period of assignment.

E. Part-time staff shall receive one-fifth (1/5) of their daily teaching salary per period of instruction in grades K-6.



Part-time staff hired on or after March 24, 1980 shall receive one-sixth (1/6) of their daily teaching salary per period of assignment.

F. Curriculum Work

Summer and weekend curriculum writing shall be performed at the rate of \$35.00 per hour, effective July 1, 2001, \$36.25 per hour, effective July 1, 2002, \$37.50 per hour, effective July 1, 2003 and \$38.75 per hour, effective July 1, 2004. After-school curriculum work and during recess periods curriculum work shall be paid at the rate of \$20.00 per hour, effective July 1, 2001, \$35.00 per hour, effective January 1, 2002, \$36.25 per hour, effective July 1, 2002, \$37.50 per hour, effective July 1, 2003 and \$38.75 per hour, effective July 1, 2004.

G. Grading of Summer Tests and August Regents

Summer grading of various tests and the proctoring of August Regents that are not a part of an individual's Summer School program assignment shall be paid at the rate of 1/200th of salary. When paid at the 1/200th per diem rate, partial days worked shall be in increments of 1/6th of 1/200th of salary.

H. Teacher Trainer Rate

Teachers who are called upon by the District to train other teachers shall be paid at the rate of \$36.25 per presentation hour for such training sessions effective July 1, 2001; \$37.50 effective July 1, 2002; \$38.75 effective July 1, 2003 and \$40.00 effective July 1, 2004. The time and place of training sessions shall be arranged for through the office of the Superintendent of Schools.

I. Summer School

1. Summer School transitional programs established prior to September 1, 1997 shall entitle unit member participants to be paid 1/200th of their annual pay for each day of instruction and partial days shall be paid increments of 1/6th of 1/200th of salary per hour of instruction.

2. Effective July 1, 2001, Summer School teachers will be paid at the rate of \$41.25 per hour and, effective July 1, 2002, at the rate of \$42.50 per hour, effective July 1, 2003, at the rate of \$43.75 per hour and effective July 1, 2004 at the rate of \$45.00 per hour, except for those Summer School teachers who shall receive pay pursuant to the provisions of paragraph "1", above, for work in such programs that existed before September 1, 1997.

3. Summer School teachers shall be paid an additional \$17.50 for preparation for each three (3) hours of instructional time in their Summer School programs.

J. Occupational Therapist and Occupational Therapist Assistant Compensation

1. Occupational Therapists shall be compensated on the BA+30 column of the Teachers Salary Schedule.

2. Occupational Therapist Assistants shall be compensated on the BA column of the Teachers Salary Schedule, at 84% of their step placement on said column.

K. National Board Certification

Employees who enroll on or after March 1, 2002, shall be paid \$2,500.00 per year for each of the 10 years of certification. Those certified before said date and those enrolled before said date who become certified, shall be paid \$5,000.00 per year for each of the 10 years of certification.

L. School Nurse Compensation

For 2001-2002 year, school nurses will be compensated on the following schedule:

Step	Salary	
1	\$29,515	
2	\$30,790	Placement for those earning \$29,326 effective 7/1/01
3	\$32,065	
4	\$33,340	Placement for those earning \$31,725 effective 7/1/01
5	\$34,615	
6	\$35,890	

For the 2002-2003, 2003-2004 and 2004-2005 the schedule will increase by the same percentage as the teacher salary schedules. (see Appendix "B")

Effective July 1, 2003, a seventh step will be added to the schedule. The increment between steps six and seven will be the same dollar amount as the increment between steps five and six on the 2003-2004 schedule. Step seven will increase thereafter in accordance with the rest of the schedule. Advancement in the step schedule will be automatic with each additional year of service.

M. Teacher Assistant Compensation

Teacher Assistants will be placed on the BA or BA+30 column of the teachers' salary schedule based on preparation. They will be compensated at 60% of their step placement. Advancement in the step schedule will be automatic with each additional year of service up to and including Step 20.

Notwithstanding the above, teaching assistants who were placed on the M.A. column as of March 20, 2002 shall continue to progress upon that column while employed in the District.

Advancement in the step schedule will be automatic with each additional year of service.

N. Summer IEP Services

Unit members who attend CSE meetings during the summer will be compensated at a rate of 1/200 per diem, prorated by 1/6 for partial daily service. Effective July 1, 2002, this rate will also apply to unit members who provide IEP services during the summer months.

O. Saturday Suspension Supervisor

The supervisors (Teachers and Teaching Assistants) will be paid at the rate of \$21.25 effective July 1, 2001, \$22.50 effective July 1, 2002, \$23.75 effective July 1, 2003 and \$25.00 effective July 1, 2004.

P. Home Instruction; Tutorials Outside of the Regular School Day

Rates for home instruction and tutorials outside of the regular school day will be calculated based on the unit payroll as of October 1<sup>st</sup> of each year in accordance with the August 31, 2001 Memorandum of Agreement set forth at Appendix "H".

**ARTICLE 31 - BENEFITS TO RETIRED STAFF**

Upon retirement, each teacher shall receive Thirty (\$30.00) Dollars per each day of accumulated sick leave, up to a maximum of two-hundred and seventy-five (275) days. Retiree health insurance is addressed at Article 23.

## **ARTICLE 32 - RETIREMENT INCENTIVE PLAN**

The Retirement Incentive Plan is annexed hereto as Appendix "F".

## **ARTICLE 33 - INTERSCHOOL TRAVEL**

Teachers will be reimbursed at the rate authorized by the Internal Revenue Service for use of their personal vehicle while in District service, if they received prior approval from the administration for such use.

## **ARTICLES 34 and 35 - PAY FOR EXTRACURRICULAR ACTIVITY AND ATHLETIC ADVISORS FOR 2001-2002 THROUGH 2004-2005**

### **A. Payment Schedule**

The 2001-2002 through 2004-2005 schedules are annexed hereto as Appendix "C/D".

B. The stipend schedule shall be considered a minimum salary upon which merit increases may be granted by the Board.

C. In the event new athletic or extracurricular activities are approved by the Board, the parties shall negotiate the applicable stipends.

D. With the approval of the administration, all advisors shall be given the right of first refusal to continue their advisorships from the prior school year.

E. An employee in continuous employment in the District who has terminated an advisorship in a specific activity and then returns at a later date to the same advisorship, shall be credited with the previous service that was accrued and shall be placed on the next step on the extra-curricular salary schedule.

F. An experience increment of five percent (5%) of the activity per year for a maximum of five (5) years' experience in the New Paltz Central School District shall be added to the Athletic Advisors' salary, accumulation to begin with the 1971-72 school year. Longevity increments for non-athletic activities shall be measured from the 1997-98 school year.

G. Any additions or reclassifications to the schedule or levels of the activities listed in Appendix "C/D" shall be made upon the approval of the Superintendent of Schools and the NPUT Negotiating Committee.

H. The base (Step 1 BA Schedule) defines the relationship between the athletic and non-athletic activities as set forth at Appendix "C/D".

I. Bachelors' Step 1 of the Teachers' Salary Schedule for each year determines the multiple of the base and index to establish the salary schedule for each activity level.

J. The longevity schedule is set forth at Appendix "C/D".

K. Athletic and non-athletic activities shall be paid three times per year, Fall, Winter and Spring. Advisors may elect a single June payment. Payment shall be in a separate check from the teaching salary payment.

L. Meal Allowance - All extra-curricular advisors and athletic advisors will be reimbursed a set meal allowance of \$8, receipts required, in accordance with the following:

- i. the activity is an away function of a minimum of three hours in length.
- ii. the activity is across a meal period:

breakfast 7:00 am - 9:00 am

lunch 11:00 am - 1:00 pm

dinner 5:00 pm - 7:30 pm

## **ARTICLE 36 - GRIEVANCE PROCEDURE**

### **Section I - General**

A. A "grievance" is a claim by any employee, group of employees or NPUT that there has been or is a violation of a provision of this Agreement.

B. All grievances shall be submitted on the attached form which shall include the name and position of the aggrieved party, the time and place of the grievance, the contract provision allegedly violated, a general statement of the nature of the grievance, and the redress sought. (Appendix "A")

C. A grievance shall be deemed waived unless it is submitted in writing within twenty (20) school days after the aggrieved party knew or should have known of the events or conditions on which it is based, or is not appealed within the prescribed time limits. During the summer recess, workdays shall be considered as school days.

D. The grievant shall have the right of representation at all stages of the grievance procedure.

E. In any grievance brought by an employee or group of employees who are not represented by NPUT, NPUT shall be notified of all hearing dates and given copies of all exhibits and decisions.

F. Failure by the District to hold a hearing or submit decisions within the time limits set forth herein shall be construed as a denial of the grievance and the grievance may be appealed to the next stage.

G. Grievances shall be submitted at the lowest possible stage where relief may be granted.

H. The exclusive remedy for disagreements which arise under this Agreement concerning either its application or interpretation shall be the grievance procedure as set forth herein.

## Section II - Procedures

A. Stage I. The grievance shall be presented in writing to the appropriate administrator who shall meet within five (5) school days of the submission of the grievance and render a written decision within five (5) school days thereafter.

B. Stage II. Within ten (10) school days of the disposition of the grievance at Stage I, the grievant may appeal in writing to the Superintendent. The Superintendent shall hold a hearing within ten (10) school days of the submission of the appeal and render a written decision within five (5) school days thereafter.

C. Stage III. Within ten (10) school days of the disposition of the grievance at Stage II, the NPUT may request the Board to schedule a further hearing with respect to the grievance or may file with the Clerk of the Board a Demand for Arbitration. If the NPUT files for arbitration, the Board of Education may, at its option, hold a hearing or allow the grievance to proceed



directly to arbitration. If the Board decides to hold a further hearing, the hearing before the Board or a committee thereof, shall be held within ten (10) school days of the hearing. In the event the decision of the Board does not resolve the grievance or if the Board declines to schedule the hearing, the NPUT may demand arbitration of the grievance by filing a Demand for Arbitration with the Clerk of the Board within ten (10) school days of the date of the Board's decision or the date when the Board declines to schedule a further hearing.

### Section III - Arbitration

A. The NPUT shall file the Demand for Arbitration, in writing, with the Board of Education Clerk.

B. All arbitrations shall be heard before the following arbitrators, who shall rotate and be selected based upon availability in the rotation:

Jeffrey Selchick

David Stein

John Sands

Carol Wittenberg

Janet Spencer

Herbert Haber

Howard Edelman

At the arbitration hearing, the arbitrator shall abide by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

C. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement.

D. The cost of the services of the arbitrator will be divided equally between the District and the NPUT.

E. The decision of the arbitrator shall be final and binding on the parties.

### **ARTICLE 37 - JUST CAUSE DISCIPLINARY ARBITRATION**

Whenever the District commences Section 3020-a disciplinary proceedings against a tenured member of the bargaining unit, by mutual agreement between the District, NPUT and the teacher, a just cause arbitration may be held in lieu of a Section 3020-a proceeding with the single arbitrator to be selected from a previously agreed upon panel of arbitrators.

### **ARTICLE 38 - VISITATION DAYS**

Teachers may be granted up to one (1) day's leave with pay per year to visit other schools for educational purposes. Requests for such leave must be made in writing to the Building Principal at least five (5) workdays prior to the requested visitation day. Such days may be granted at the discretion of the Building Principal. The appropriate form is attached to this contract as Appendix "E".

### **ARTICLE 39 - TRANSFER PROCEDURES**

#### **A. Vacancies and Voluntary Transfers**

All vacancies shall be posted in appropriate places in each building stating the position(s) available, and certification and qualifications required of the position(s). Notice of positions which become vacant after the close of school in June shall be sent to teachers who leave their

name, a self-addressed stamped envelope, and indicate they are interested in certain types of positions. Applicants from within the District must submit their application in writing to the Superintendent of Schools within ten (10) workdays of the posting of such vacancy. Applicants shall be interviewed within fifteen (15) workdays of the closing date for applications. The applicants shall be notified of the District's decision within five (5) workdays of the close of the interview process. Unsuccessful applicants may request a written statement of the reasons by making such request to the Superintendent of Schools within five (5) workdays of receipt of notification from the District. Such written reasons shall be provided within fifteen (15) workdays. An unsuccessful applicant shall be given an opportunity to meet with the Superintendent to discuss the written reasons. The teacher must request such a meeting within five (5) workdays of receipt of the written reasons.

If the District determines none of the internal applicants are acceptable, it may then hire teachers from outside the District to fill a vacancy or involuntarily transfer a teacher from within the District.

If a position becomes vacant during the school year, the District shall assign the teacher selected by the procedure in this section to the position during that school year only if the District determines it to be in the best interests of the educational system. Otherwise, the selected teacher shall be assigned to the position effective with the following school year.

B. Involuntary Transfers

If the District determines a transfer is necessary, the District shall first provide an opportunity for volunteers from the existing staff to apply for such position(s). Teachers who wish to apply for such position(s) may apply and be interviewed in accordance with the procedure outlined in Section A. Pending completion of the interview process, the District may assign a teacher from within or outside the District to the position(s). If none of the applicants are acceptable, the District may involuntarily transfer another teacher.

C. The District shall maintain the sole discretion to make all substantive determinations involved under Sections A and B of this Article, and such determinations shall not be arbitrable. Substantive determinations include, but are not limited to, whether to choose a teacher who applies for a vacancy or transfer, whether to involuntarily transfer a teacher to fill a vacancy which occurs during a school year for that year, whether to appoint a teacher to a position pending completion of the interview process, or to appoint a teacher from outside the District. This provision regarding arbitrability shall be incorporated by reference within Article 36, Section III(C).

#### **ARTICLE 40 - MISCELLANEOUS PROVISIONS**

A. Budget requests for subsequent years will not be due prior to December 15th of the present school year, unless the Superintendent of Schools, in his/her discretion, expresses his/her requirement for the same by an earlier date to the President of NPUT.

B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

C. The District retains all rights and prerogatives not specifically relinquished by the provisions of this Agreement. In addition, the District shall have the right to adopt any rules and/or regulations and/or policies, provided those rules and regulations do not conflict with specific provisions of this Agreement.

D. NPUT agrees that all negotiable items have been discussed during the negotiations leading to this Agreement and agrees that negotiations will not be reopened on any item, whether contained in this Agreement or not, during the life of this Agreement. The District shall not alter any "terms and conditions of employment" not specifically covered by this Agreement without prior negotiations with NPUT. The District shall not implement new "terms and conditions of employment" without negotiations with the Union. The determination as to what is or is not a

"term and condition of employment" shall be within the exclusive jurisdiction of the Public Employment Relations Board and applicable Appellate Courts, and shall be outside the jurisdiction of any arbitrator.

E. The District shall provide the NPUT with two hundred fifty (250) copies of the Agreement. In a multi-year contract, an additional thirty (30) copies will be provided each year. The District will provide a hard copy original of the contract and a copy of the contract on diskette or CD.

F. Conformity to Law - If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and/or negotiation with the NPUT.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

G. Legislative Authority -

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

#### **ARTICLE 41 - DURATION OF AGREEMENT**

A. This Agreement shall be effective as of July 1, 2001 and shall continue in effect through June 30, 2005.

B. In the event the NPUT and/or the District wishes to amend this Agreement, notice shall be given by March 1, 2005.

NEW PALTZ CENTRAL SCHOOL DISTRICT

DATE: 1/28/03

BY: Ann R. [Signature]

DATE: 4/31/03

BY: Richard [Signature]

NEW PALTZ UNITED TEACHERS

DATE: 1/28/03

BY: Nancy C. [Signature]

DATE: 1/28/03

BY: Ronald [Signature]

**NEW PALTZ CENTRAL SCHOOLS**

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

GRIEVANT: \_\_\_\_\_ STAGE FILED: \_\_\_\_\_

Provision(s) of Agreement - Article(s) \_\_\_\_\_ Section(s) \_\_\_\_\_

Date of Violation: \_\_\_\_\_

Person or Persons Involved: \_\_\_\_\_

Concise Statement of Facts: \_\_\_\_\_

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Relief or Settlement Desired: \_\_\_\_\_

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# Appendix "B"

## New Paltz Central School District NPUT Salaries

2001-2002

STEP	NURSE	BA	BA+30	MA
1	29,515	37,970	39,710	41,450
2	30,790	39,090	40,830	42,570
3	32,065	40,210	41,950	43,690
4	33,340	41,330	43,070	44,810
5	34,615	42,450	44,190	45,930
6	35,890	43,570	45,310	47,050
7	N/A	44,690	46,430	48,170
8		45,810	47,550	49,290
9		46,930	48,670	50,410
10		48,050	49,790	51,530
11		49,170	50,910	52,650
12		50,290	52,030	53,770
13		50,290	53,150	54,890
14		50,290	54,270	56,010
15		50,290	55,390	57,130
16		50,290	56,510	58,250
17		50,290	57,630	59,370
18		50,290	58,750	60,490
19		50,290	59,870	61,610
20		50,290	60,990	62,730
21		50,290	60,990	62,730
22		50,290	60,990	62,730
23		50,290	63,990	65,730
24		50,290	63,990	65,730
25		50,290	66,990	68,730
26		50,290	66,990	68,730
27		50,290	66,990	68,730
28		50,290	69,990	71,730
29		50,290	69,990	71,730
30		50,290	72,990	74,730
31		50,290	72,990	74,730
32		50,290	75,990	77,730



## Appendix "B"

### New Paltz Central School District NPUT Salaries

2002-2003

STEP	NURSE	BA	BA+30	MA
1	30,510	39,250	41,050	42,850
2	31,830	40,400	42,200	44,000
3	33,150	41,550	43,350	45,150
4	34,470	42,700	44,500	46,300
5	35,790	43,850	45,650	47,450
6	37,110	45,000	46,800	48,600
7	N/A	46,150	47,950	49,750
8		47,300	49,100	50,900
9		48,450	50,250	52,050
10		49,600	51,400	53,200
11		50,750	52,550	54,350
12		51,900	53,700	55,500
13		51,900	54,850	56,650
14		51,900	56,000	57,800
15		51,900	57,150	58,950
16		51,900	58,300	60,100
17		51,900	59,450	61,250
18		51,900	60,600	62,400
19		51,900	61,750	63,550
20		51,900	62,900	64,700
21		51,900	63,200	65,000
22		51,900	63,200	65,000
23		51,900	66,200	68,000
24		51,900	66,200	68,000
25		51,900	69,200	71,000
26		51,900	69,200	71,000
27		51,900	69,200	71,000
28		51,900	72,200	74,000
29		51,900	72,200	74,000
30		51,900	75,200	77,000
31		51,900	75,200	77,000
32		51,900	78,200	80,000

**Appendix "B"**

**New Paltz Central School District  
NPUT Salaries**

**2003-2004**

<b>STEP</b>	<b>NURSE</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>
1	31,350	40,330	42,180	44,030
2	32,710	41,510	43,360	45,210
3	34,070	42,690	44,540	46,390
4	35,430	43,870	45,720	47,570
5	36,790	45,050	46,900	48,750
6	38,150	46,230	48,080	49,930
7	39,510	47,410	49,260	51,110
8		48,590	50,440	52,290
9		49,770	51,620	53,470
10		50,950	52,800	54,650
11		52,130	53,980	55,830
12		53,310	55,160	57,010
13		53,330	56,340	58,190
14		53,330	57,520	59,370
15		53,330	58,700	60,550
16		53,330	59,880	61,730
17		53,330	61,060	62,910
18		53,330	62,240	64,090
19		53,330	63,420	65,270
20		53,330	64,600	66,450
21		53,330	65,200	67,050
22		53,330	65,200	67,050
23		53,330	68,200	70,050
24		53,330	68,200	70,050
25		53,330	71,200	73,050
26		53,330	71,200	73,050
27		53,330	71,200	73,050
28		53,330	74,200	76,050
29		53,330	74,200	76,050
30		53,330	77,200	79,050
31		53,330	77,200	79,050
32		53,330	80,200	82,050

# Appendix "B"

## New Paltz Central School District NPUT Salaries

2004-2005

STEP	NURSE	BA	BA+30	MA
1	32,210	41,440	43,340	45,240
2	33,610	42,650	44,550	46,450
3	35,010	43,860	45,760	47,660
4	36,410	45,070	46,970	48,870
5	37,810	46,280	48,180	50,080
6	39,210	47,490	49,390	51,290
7	40,610	48,700	50,600	52,500
8		49,910	51,810	53,710
9		51,120	53,020	54,920
10		52,330	54,230	56,130
11		53,540	55,440	57,340
12		54,750	56,650	58,550
13		54,800	57,860	59,760
14		54,800	59,070	60,970
15		54,800	60,280	62,180
16		54,800	61,490	63,390
17		54,800	62,700	64,600
18		54,800	63,910	65,810
19		54,800	65,120	67,020
20		54,800	66,330	68,230
21		54,800	67,530	69,430
22		54,800	67,530	69,430
23		54,800	70,530	72,430
24		54,800	70,530	72,430
25		54,800	73,530	75,430
26		54,800	73,530	75,430
27		54,800	73,530	75,430
28		54,800	76,530	78,430
29		54,800	76,530	78,430
30		54,800	79,530	81,430
31		54,800	79,530	81,430
32		54,800	82,530	84,430

## APPENDIX "C"

8/1/2001

### EXTRA CURRICULAR ACTIVITY ADVISOR STIPENDS

EXTRA CURRICULAR ACTIVITIES 2000-2001

MOA 6/29/01

#### ACTIVITY TITLE - LEVEL 1

BASKETBALL BOYS VARSITY  
BASKETBALL GIRLS VARSITY  
CROSS COUNTRY BOYS VARSITY  
CROSS COUNTRY GIRLS VARSITY  
FOOTBALL VARSITY  
GYMNASTICS VARSITY  
TRACK BOYS VARSITY  
TRACK GIRLS VARSITY  
WRESTLING VARSITY

#### ACTIVITY TITLE - LEVEL 2

BASEBALL VARSITY  
BASKETBALL BOYS JV  
BASKETBALL GIRLS JV  
FOOTBALL ASST VARSITY  
SKIING NORDIC VARSITY  
SOCCER BOYS VARSITY  
SOCCER GIRLS VARSITY  
SOFTBALL VARSITY  
WRESTLING JV

HS CHOICES  
HS MARCHING BAND  
HS NEWSPAPER

#### ACTIVITY TITLE - LEVEL 3

BASEBALL JV  
CHEERLEADING BASKETBALL  
CHEERLEADING FOOTBALL  
FIELD HOCKEY VARSITY  
FOOTBALL JV  
GOLF VARSITY  
GYMNASTICS ASST VARSITY  
INDOOR TRACK BOYS VARSITY  
INDOOR TRACK GIRLS VARSITY  
SKIING NORDIC ASST VARSITY  
SOCCER BOYS JV  
SOCCER GIRLS JV  
SOFTBALL JV  
SWIMMING GIRLS ASST VARSITY  
SWIMMING JV  
SWIMMING BOYS VARSITY  
SWIMMING GIRLS VARSITY  
TENNIS BOYS VARSITY  
TENNIS GIRLS VARSITY  
TRACK BOYS ASST VARSITY  
TRACK GIRLS ASST VARSITY  
VOLLEYBALL GIRLS JV  
VOLLEYBALL GIRLS VARSITY  
WRESTLING ASST VARSITY

HS COLOR GUARD  
HS MUSICAL  
HS YEARBOOK

#### ACTIVITY TITLE - LEVEL 4

BASEBALL MODIFIED  
BASKETBALL BOYS MODIFIED  
BASKETBALL GIRLS MODIFIED  
CROSS COUNTRY MODIFIED  
FIELD HOCKEY MODIFIED  
FOOTBALL MODIFIED  
GYMNASTICS MODIFIED  
SKIING MODIFIED  
SOCCER BOYS MODIFIED  
SOCCER GIRLS MODIFIED  
SOFTBALL MODIFIED  
TRACK BOYS MODIFIED  
TRACK GIRLS MODIFIED  
VOLLEYBALL GIRLS MODIFIED  
WRESTLING MODIFIED

HS AIDS AWARENESS  
HS JAZZ ENSEMBLE  
HS MOCK TRIAL

# **APPENDIX "C"** **EXTRA CURRICULAR ACTIVITY ADVISOR STIPENDS**

8/1/2001

MOA 6/29/01

## **ACTIVITY TITLE - LEVEL 5**

WRESTLING ASST MODIFIED

HS CHAMBER ENSEMBLE  
 HS COMPUTER CLUB  
 HS EXPANDED HORIZONS  
 HS GAY/STRAIGHT ALLIANCE  
 HS JUNIOR CLASS ADVISOR  
 HS LITERARY MAGAZINE  
 HS MIXED VOCAL ENSEMBLE  
 HS NATIONAL HONOR SOC  
 HS OPEN STUDIO IN ART  
 HS PLAY / DRAMA CLUB  
 HS SADD  
 HS SELECT VOCAL ENSEMBLE  
 HS SENIOR CLASS ADVISOR  
 HS STAGE MANAGER  
 HS STUDENT COUNCIL  
 HS YOUTH FOR UNITY  
 MS SCIENCE OLYMPIAD  
 HS SCIENCE OLYMPIAD  
 MS YEARBOOK

## **ACTIVITY TITLE - LEVEL 6**

BASKETBALL GIRLS INTERMURALS  
 VOLLEYBALL BOYS INTRAMURALS

HS AMNESTY INTERNATIONAL  
 HS EARTH CLUB  
 HS FRENCH CLUB  
 HS FRESHMAN CLASS ADV  
 HS INTERNATIONAL CLUB  
 HS OLYMPICS OF THE MIND  
 HS PEER MEDIATION  
 HS QUIZ BOWL  
 HS SOPHOMORE CLASS ADV  
 HS SPANISH CLUB  
 LENAPE PEER MEDIATION  
 MS ART CLUB  
 MS COMPUTER CLUB  
 MS DRAMA CLUB  
 MS ENVIRONMENTAL CLUB  
 MS JAZZ ENSEMBLE  
 MS MARCHING BAND  
 MS MATH CLUB  
 MS MATH EXPLORATIONS  
 MS NEWSPAPER  
 MS PEER MEDIATION  
 MS REFLECTIONS  
 MS SCIENCE CLUB  
 MS SELECT WIND ENSEMBLE  
 MS STUDENT COUNCIL

ALL COUNTY BAND, GRADES 5-6  
 ALL COUNTY BAND, GRADES 7-9  
 ALL COUNTY BAND, GRADES 9-12  
 ALL COUNTY CHORUS, GRADES 5-6  
 ALL COUNTY CHORUS, GRADES 7-9  
 ALL COUNTY CHORUS, GRADES 9-12  
 YOUNG ELEMENTARY MUSIC SYMPOSIUM (YEMS)

**New Paltz Central School District  
Extracurricular and Coaching Stipends**

Schedule to produce salaries (multiply by BA-Step1 salary)

LEVEL ==>	1	2	3	4	5	6
Base	0.085000	0.059000	0.048000	0.042000	0.035000	0.027500
Increment	0.005000	0.003000	0.002400	0.002000	0.001000	0.001000
Year 1	0.090000	0.062000	0.050400	0.044000	0.036000	0.028500
Year 2	0.095000	0.065000	0.052800	0.046000	0.037000	0.029500
Year 3	0.100000	0.068000	0.055200	0.048000	0.038000	0.030500
Year 4	0.105000	0.071000	0.057600	0.050000	0.039000	0.031500
Year 5 - 9	0.110000	0.074000	0.060000	0.052000	0.040000	0.032500
Longevity Year 10 - 14	0.121000	0.081400	0.066000	0.057200	0.044000	0.035750
Longevity Year 15 - 19	0.126500	0.085100	0.069000	0.059800	0.046000	0.037375
Longevity Year 20 - 24	0.132000	0.088800	0.072000	0.062400	0.048000	0.039000
Longevity Year 25 - 29	0.137500	0.092500	0.075000	0.065000	0.050000	0.040625
Longevity Year 30 +	0.143000	0.096200	0.078000	0.067600	0.052000	0.042250

LONGEVITY	10-14	YEARS	1.10	OF	STEP 5
(Included	15-19	YEARS	1.15	OF	STEP 5
in	20-24	YEARS	1.20	OF	STEP 5
adjacent	25-29	YEARS	1.25	OF	STEP 5
schedule)	30 +	YEARS	1.30	OF	STEP 5

APPENDIX D

2001-2002 BA-1 \$ 37,970

LEVEL ==>	1	2	3	4	5	6
Year 1	3,417	2,354	1,914	1,671	1,367	1,082
Year 2	3,607	2,468	2,005	1,747	1,405	1,120
Year 3	3,797	2,582	2,096	1,823	1,443	1,158
Year 4	3,987	2,696	2,187	1,899	1,481	1,196
Year 5 - 9	4,177	2,810	2,278	1,974	1,519	1,234
Longevity Year 10 - 14	4,594	3,091	2,506	2,172	1,671	1,357
Longevity Year 15 - 19	4,803	3,231	2,620	2,271	1,747	1,419
Longevity Year 20 - 24	5,012	3,372	2,734	2,369	1,823	1,481
Longevity Year 25 - 29	5,221	3,512	2,848	2,468	1,899	1,543
Longevity Year 30 +	5,430	3,653	2,962	2,567	1,974	1,604

2002-2003 BA-1 \$ 39,250

LEVEL ==>	1	2	3	4	5	6
Year 1	3,533	2,434	1,978	1,727	1,413	1,119
Year 2	3,729	2,551	2,072	1,806	1,452	1,158
Year 3	3,925	2,669	2,167	1,884	1,492	1,197
Year 4	4,121	2,787	2,261	1,963	1,531	1,236
Year 5 - 9	4,318	2,905	2,355	2,041	1,570	1,276
Longevity Year 10 - 14	4,749	3,195	2,591	2,245	1,727	1,403
Longevity Year 15 - 19	4,965	3,340	2,708	2,347	1,806	1,467
Longevity Year 20 - 24	5,181	3,485	2,826	2,449	1,884	1,531
Longevity Year 25 - 29	5,397	3,631	2,944	2,551	1,963	1,595
Longevity Year 30 +	5,613	3,776	3,062	2,653	2,041	1,658

2003-2004 BA-1 \$ 40,330

LEVEL ==>	1	2	3	4	5	6
Year 1	3,630	2,500	2,033	1,775	1,452	1,149
Year 2	3,831	2,621	2,129	1,855	1,492	1,190
Year 3	4,033	2,742	2,226	1,936	1,533	1,230
Year 4	4,235	2,863	2,323	2,017	1,573	1,270
Year 5 - 9	4,436	2,984	2,420	2,097	1,613	1,311
Longevity Year 10 - 14	4,880	3,283	2,662	2,307	1,775	1,442
Longevity Year 15 - 19	5,102	3,432	2,783	2,412	1,855	1,507
Longevity Year 20 - 24	5,324	3,581	2,904	2,517	1,936	1,573
Longevity Year 25 - 29	5,545	3,731	3,025	2,621	2,017	1,638
Longevity Year 30 +	5,767	3,880	3,146	2,726	2,097	1,704

2004-2005 BA-1 \$ 41,440

LEVEL ==>	1	2	3	4	5	6
Year 1	3,730	2,569	2,089	1,823	1,492	1,181
Year 2	3,937	2,694	2,188	1,906	1,533	1,222
Year 3	4,144	2,818	2,287	1,989	1,575	1,264
Year 4	4,351	2,942	2,387	2,072	1,616	1,305
Year 5 - 9	4,558	3,067	2,486	2,155	1,658	1,347
Longevity Year 10 - 14	5,014	3,373	2,735	2,370	1,823	1,481
Longevity Year 15 - 19	5,242	3,527	2,859	2,478	1,906	1,549
Longevity Year 20 - 24	5,470	3,680	2,984	2,586	1,989	1,616
Longevity Year 25 - 29	5,698	3,833	3,108	2,694	2,072	1,684
Longevity Year 30 +	5,926	3,987	3,232	2,801	2,155	1,751

**APPENDIX "E"**

**REQUEST FOR VISITATION DAY\***

Name: \_\_\_\_\_

Date Request Submitted: \_\_\_\_\_

Date of Requested Visitation Day: \_\_\_\_\_

School to be visited and reason for visit: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Disapproved

\_\_\_\_\_  
Principal's Signature

\* All requests must be submitted at least five (5) school days prior to the date of the visit.

## **APPENDIX "F"**

### **RETIREMENT INCENTIVE PLAN**

A. Bargaining unit members with twenty (20) or more years of creditable service in the Teachers Retirement System, and who have served at least ten (10) years in the New Paltz Central School District and who are placed at least at Step 20 of the Salary Schedule herein, shall be entitled to receive a retirement incentive payment of \$30,000.00 if they retire effective February 1, 1998 or between June 30, 1998 and August 31, 1998, having given at least three (3) months notice of their retirement date to the Business Office via an irrevocable letter of resignation for the purpose of retirement. Such unit members must also be eligible to receive payments from the Teachers Retirement System upon the date of resignation, as referenced above, to be entitled to the retirement incentive payment.

B. All other unit members who during a school year subsequent to the 1997-98 school year meet the five requirements set forth in paragraph "A", above, may resign for the purpose of retirement and receive the payment describe in paragraph "A", above, if retirement occurs between June 30th and August 31st of the school year and summer following the school year, or at the end of the first semester of the school year during which time the individual first meets the eligibility requirement to receive payments from the Teachers Retirement System.

[NOTE: The provisions of paragraph "B" hereinabove shall become null and void on August 31, 2005 except for the purposes of enforcement of payments for those who opted for this benefit.]

C. During the 2000-2001, 2002-2003, 2003-2004 and 2004-2005 school years only, bargaining unit members who have twenty (20) or more credited years of service in the Teachers Retirement System and who have served in the New Paltz Central School District for at least ten (10) consecutive years (excluding periods of leaves of absence without pay) and who are placed at Step 10 or higher, shall be entitled to a payment upon separation from employment, which must occur effective June 30th or at the end of the first semester of one of the school years referenced above, upon at least three (3) months prior written notice to the Business Office, in which event such teacher shall be entitled to compensation of up to \$30,000.00 based upon the following point



system: 50 point or more equals \$30,000.00; 40 points equals \$24,000.00; each point between 40 and 50 equals \$600.00.

Each teacher eligible for payment hereunder shall be credited with 20 points for Teachers Retirement System creditable years, 10 points for years of service in the District and a minimum of 10 points for placement at or above Step 10, with 1 additional point for each numerical step above Step 10 on the Teachers Salary Schedule represented by the teacher's placement during the school year in which separation from service will occur. (Example: A teacher on Step 12 shall be entitled to \$25,200.00 and a teacher on Step 18 shall be entitled to \$27,800.00.)

[NOTE: The provisions of paragraph "C" hereinabove shall become null and void on June 30, 2005 except for the purpose of enforcement of payments of those who opted for this benefit.]

D. An employee of the District who resigns meeting the requirements set forth above, but is not eligible for retirement under the New York State Teachers' Retirement System/New York State Employees Retirement System, may retain their participation in the District health insurance plan by contributing at his/her own expense the full cost of the health insurance premium. Upon retirement and receiving benefits from the New York State Teachers' Retirement System/New York State Employee Retirement System, the employee shall be entitled to District funding of the health insurance premium in retirement, as noted under Article 23, Health Insurance.

E. The payment of monies due to teachers, as set forth above, shall be made within four (4) months of the date of retirement (under paragraphs "A" and "B") or separation from service (under paragraph "C"), respectively.

F. The benefits referenced in Article 31, Benefits to Retired Staff, shall apply to those who participate in the benefits set forth in this Article.

G. Occupational Therapists Assistants, Teacher Assistants and School Nurses who

have twenty (20) or more credited years of service in the applicable retirement system, and who have served at least ten (10) years in the New Paltz Central School District, may receive a retirement incentive payment of \$7,000.00 if the retirement occurs between June 30 and August 31 of the school year and summer following the school year or at the end of the first semester of the school year during which the individual first meets the eligibility requirement to receive payment from the applicable retirement system.

H. In the event that the State of New York authorizes school districts to offer a statutory retirement incentive plan for pedagogical employees and should the District opt to participate in such State plan, bargaining unit members who have given notice to participate in the retirement incentive set forth in paragraphs "A", "B" or "C" hereinabove shall not be discriminated against in terms of participation under such State plan by reason of making application for the benefits under the District's plan, as described in paragraphs "A", "B" or "C" hereinabove.

I. An employee of the District who resigns meeting the requirements set forth above, but is not eligible for retirement under the New York State Teachers Retirement System/New York State Employees Retirement System, may retain participation in the Health Insurance Plan by contributing at his/her own expense the full cost of the health insurance premium. Upon retirement and receiving benefits from the New York State Teachers Retirement System/New York State Employees Retirement System, the employee shall be entitled to District funding of the health insurance premium in retirement, as noted under Article 23, Health Insurance.

# APPENDIX "G"

## APPROVAL OF PERSONAL PROPERTY FOR USE IN TEACHING

I, \_\_\_\_\_, am instructing classes at the \_\_\_\_\_ School of the New Paltz Central School District. In accordance with Article 15B, I hereby seek the prior written approval of the Superintendent or his/her designee to utilize the following personal property with a value of over \$25.00 in the instructional process. I have attached a photocopy of the purchase invoice of each item, if available, or other documentation that is available.

### Itemized List of Personal Property

<u>Item(s)</u>	<u>Make and Model # (If Appropriate) or Other Identifying Information</u>	<u>Purchase Price and Date Purchased</u>	<u>District Approval</u>
63 _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Teacher Signature

Date

Approved by

Date

# APPENDIX "H"

## MEMORANDUM OF AGREEMENT

**BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE NEW PALTZ CENTRAL SCHOOL DISTRICT, hereinafter referred to as "the District" and THE NEW PALTZ UNITED TEACHERS, hereinafter referred to as "N.P.U.T.",**

**WHEREBY, it is agreed by the parties that after review and discussion of the issue of 'tutorials' outside the regular school day the following shall apply :**

### **A. Definitions**

1. **Homework Groups** – The teacher fundamentally monitors homework activities. The teacher would extend help, advice, guidance, when appropriate or when requested by the student. ( Note : This might be our present Project Homework [Middle and High Schools] or [Homework Help] at Lenape. In K-2 the above function would be arranged by the classroom teacher with administrative approval.
2. **Review Activities** – Individual or group review of materials / information missed or misunderstood, including reviewing for tests. ( Note : Review may be our 4<sup>th</sup> grade tutor [ at Lenape ], team tutor [ at the Middle School ].
3. **Home Instruction**
4. **Enrichment / Tutoring** – Development of enrichment courses or any instruction involving organized planned new learning experiences to address students identified in need of specialized assistance. ( Example : Enrichment may be the TAG, K-5 Enrichment Program )

**Tutorial Categories :** It should be noted that the after school "tutorials or additional remediation", whatever form they take, are not a replacement of any current regular instruction or support services ( special, remediation, speech, ESL, therapies, etc. ) They are, by definition, an addition to regular instruction. After school programs would not be required for advancement and are non-credit bearing.

## MEMORANDUM OF AGREEMENT

- B. **Pay Rates** - The per period salary is one-sixth (1/6) of average daily salary. The average daily salary is determined by 1/200 of the unit payroll as of October 1<sup>st</sup>.

Level 1	\$ 24.11	1/6 of 55 % of the average daily salary per period of instruction
Level 2	\$ 30.69	1/6 of 70 % of the average daily salary per period of instruction
Level 3	\$ 32.88	1/6 of 75 % of the average daily salary per period of instruction
Level 4	\$ 32.88	1/6 of 75 % of the average daily salary per period of instruction

Unit members volunteering beyond their regular workday for home instruction shall receive travel pay from their regular workday assignment to and from the home instruction site. The travel pay shall be at the prevailing IRS rate.

### C. Guidelines

It is our intention to limit the size of these extra-help sessions to reasonable numbers so as to derive the intended benefits of the program. Further, we expect the tutoring (e.g., category 4) sessions to be approximately five (5) to ten (10) students per session.

All activities must be appropriately advertised and approved through normal procedures.

### D. Clarifications

All current and traditional remedial programs known to be in place (i.e., *PSEN*, *Reading Recovery*, *Remedial Reading*, *Stretch Classes*, Title I) are not to be replaced by the lower paying AIP experiences. However, this is not to be construed as an inability of the school district to abolish and / or establish any such program which is a statutory right.

SO AGREED THIS 31<sup>st</sup> DAY OF AUGUST, 2001

THE DISTRICT


By: 

N.F.U.T.

By: 

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CASEFILETUTORIAL.DOC

Effective 8/1/01 

[NOTE: Section B reflects the rates for the 2001-2002 school year. They will increase each year according to the specified formula.]

## **APPENDIX "T"**

### **SUPPLEMENTAL MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE NEW PALTZ CENTRAL SCHOOL DISTRICT, hereinafter referred to as "The District" and THE NEW PALTZ TEACHERS' ASSOCIATION, hereinafter referred to as "N.P.U.T.";**

**WHEREBY, the parties agree to an experimental schedule for certain teachers as follows:**

1. Notwithstanding the provisions of Article 6(A)(1) of the N.P.U.T. Agreement, teachers who volunteer for a "differentiated schedule" may be assigned to a work day that begins up to one hour earlier than the school day at their building or may extend up to one and one-half hours later than the regular school day ends at their building. In the event that the District schedules such volunteers during the timeframes described above, an administrator will be present in the building during the time of the differentiated schedule.

2. Any arrangement whereby a volunteer would be expected to commence their work day earlier or end their work day later than the differentiated scheduling times referenced above, may do so only after a mutual agreement is reached between the District and N.P.U.T. (e.g., evening session).

3. No teacher working a differentiated schedule shall be required to leave work and return to work at a later time. The work day shall be comprised of continuous time for the hours described as the teachers' school day at Article 6(B)(1) and (2) of the N.P.U.T. Agreement, unless a prior written mutual agreement is reached between the District and N.P.U.T.

4. Extra teaching work performed beyond the normal contractual length of the teachers' school day, as described at Article 6(B)(1) and (2) of the N.P.U.T. Agreement, shall be compensated for at the rate of 1/6th of 1/200th of annual salary (inclusive of base salary, credits and longevity), for work approved, in advance, in writing by the Superintendent of Schools or his/her administrative designee.

5. This agreement is reached on a non-precedent setting basis and shall not be referred to by either party as constituting a past practice nor shall either party introduce this agreement in any future PERB-conducted Fact Finding, PERB Improper Practice proceeding or in grievance arbitration, except for the purposes of enforcing the obligations set forth above during the timeframe of this agreement.

Page 3

6. This agreement is acknowledged as being undertaken on a trial basis commencing with the 2001-2002 school year and ending on June 30, 2004. At that time, this agreement shall sunset, becoming null and void thereafter.

SO AGREED THIS 15<sup>th</sup> DAY OF APRIL, 2002.

THE DISTRICT

BY: 

N.P.U.T.

BY:  Kevin Cotton  
 Ronald Blum

[NOTE: Section B reflects the rates for the 2001-2002 school year. They will increase each year according to the specified formula.]